

APPEARANCES

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I. BACKGROUND

A. INTRODUCTION

This dispute arises out of the parties' inability successfully to conclude collective negotiations for a new Agreement. They agreed to submit their differences to Interest Arbitration. They appointed me to serve as Arbitrator.

B. RULES

Several basic rules were agreed upon at the initial (March 24, 1981) hearing. First, the parties agreed their dispute would be subject to "conventional" arbitration. That is, "fair and final offer" arbitration would not be employed. Second, they agreed that the decision rendered would be final and binding. Third, they agreed that due regard would be given to the criteria contained in N.J.S.A. 34:13A et seq. And, finally, they agreed that a decision should be expedited.

C. HEARINGS

Hearings were thereafter conducted on April 6, May 4 and May 6, 1981. The parties were represented by Counsel at all stages of the proceedings. Each was provided a full opportunity to present evidence, testimony and argument in support of their respective positions. The parties chose not to have a verbatim transcript of the proceedings made. Post-hearing

briefs were not filed.

D. THE BARGAINING UNIT

The Union represents nurses who work at four sites: Pollack Hospital; Meadowview Hospital; the County Youth House; and the County Jail. The vast majority of nurses in the bargaining unit are located at the two hospitals.

Pollack Hospital is an extended care facility. That is, in lay parlance, a nursing home. Care there is provided to patients at several levels. Some require skilled care. Others require "Level A" care, i.e., considerable assistance despite their limited ability to help themselves. And others require "Level B" care, i.e., less care but direct supervision. Patients at Pollack Hospital are divided into wards of approximately 50 patients each. Approximately 100 nurses are assigned there.

Meadowbrook Hospital is a facility for those with serious emotional problems. Its patient population (once 2,500 or more) is approximately 500. There are three "locked" units for patients with more serious emotional problems. The rest are set up in "units" consisting of three wards, each of which houses about 40 patients.

In addition, a separate wing exists for those patients

who also need various levels of skilled care. Approximately 100 nurses are assigned here as well.

Two nurses are assigned to the County Youth House. One works days. The other works evenings. Three nurses are assigned to the County Jail. Two work days. The third works evenings.

II. POSITION OF THE PARTIES

A. THE COUNTY'S PROPOSAL

The County's position may be simply stated.

It proposes three annual across-the-board increases for all employees in the unit. First, on January 1, 1981, it offers a \$500.00 raise. Second, on January 1, 1982, it offers an \$850.00 raise. And third, on January 1, 1983, an \$800.00 raise. (All three raises are on the employees' annual salary rate.)

It also proposes that a fifth (25 years) step be added to the current longevity schedule. It would provide all employees with more than 25 years of service a \$1,000.00 payment.

It offers a family dental insurance program effective July 1, 1981.

It offers a full "agency shop" provision.

And, finally, it offers a proposal designed to provide terminal leave to the estate of employees who pass their

normal date of retirement but die before actual retirement.

B. THE UNION'S PROPOSALS

These are far more numerous, as well as complex. They may be broken down into two groups: Economic and Non-Economic.

1. ECONOMIC

(a) Salaries

The Union seeks sweeping revisions in the current Salary Schedule. For example, it would add two new job classifications: Graduate Nurse (Not Licensed) and Practical Nurse (Not Licensed). It seeks completely to revise the salary step schedule. In essence, it asks that the current five year steps (New Hires, 0-5, 6-10, 11-15, 16 and over) be replaced with steps which would represent advancement after 6 months, two years, five years, nine years, 14 years and after 19 years.

To illustrate, a Graduate Nurse with 20 years of service earned \$15,121.00 on December 31, 1980. The Union's proposal calls for that person to earn \$18,503.00 effective January 1, 1981. (That reflects an increase of 22.3 per cent.) A Practical Nurse with 20 years of service earned \$12,350.00 on December 31, 1980. The Union's proposal calls for that person to earn \$15,155.00 effective January 1, 1981. (That reflects an increase of 22.7 percent.) It serves no useful purpose to detail each

of the raises sought. Suffice it to say, they range from 17 percent to 49 percent.

(b) Overtime

The Union seeks several changes in Article XI: It asks that overtime be computed on a daily basis; that compensatory time be computed at time and one-half; that authorized overtime be paid at the rate of time-and-one-half; that employees requested to work on a scheduled day off or vacation day be paid at time-and-one-half; and that all holiday hours and paid sick leave be regarded as hours worked.

(c) Shift Differential

It seeks a uniform shift pay salary. That is, all who work the 3-11 tour should receive a \$2,000.00 payment, and all who work the 11-7 tour should receive a \$2,400.00 payment.

(d) Holidays

The Union seeks no increase in the number (now 13) of paid holidays. But it asks that if an employee works on a contractual holiday, then he/she should receive double time for the holiday worked and a day off, or (at the Nurse's option) triple pay.

(e) Vacations

Currently, employees with more than 15 years' service

receive 20 days' vacation, and those with 31 years' service receive 25 days' vacation. The Union asks that the former group receive 25 days' vacation, and that those with 26 years' service be eligible for 30 days' vacation. Also, it seeks to delete the distinction for those hired before and after January 1, 1979.

(f) Dental Insurance

The Union seeks improved coverage and a Family Plan.

(g) Uniform Allowance

The Union asks that the current \$150/year allowance be increased to \$400.00.

(h) Continuing Education

It seeks several revisions in Article XXVII designed to liberalize eligibility for tuition reimbursement for college courses taken towards a degree in Nursing or Health.

(i) Personal Days

It seeks a new clause granting five personal days per year.

(j) Temporary Assignments

It seeks a new clause granting a \$20.00 payment each

time an employee is temporarily reassigned to another ward more than once in a pay period.

(k) Degree Differential

It asks a \$500.00 annual differential be paid for a B.A. or B.S. degree, and a \$700.00 annual differential for a Master's degree.

(l) Temporary Employees

The Union seeks to grant uniform allowances and personal days to part-time personnel.

2. NON-ECONOMIC

(a) Agency Shop

It seeks an agency shop clause.

(b) Temporary Assignments

It seeks to define the term "emergency" in Article VII, Section 3.

(c) U.N.O. Rights

It seeks to modify Article XXXIV so as to permit Union representatives to spend two days per month in each Hospital in contract enforcement and/or administration.

(d) C-Time

It seeks a modification in Article XVI, Section 4 relative to requests for C-time for holiday work.

(e) Vacation Scheduling

It asks that scheduled days off and vacations be assigned by individual wards.

III. ARGUMENTS

The Union's basic position is straight-forward. It asserts its members are woefully underpaid as regards Nurses in nearby facilities. The Union buttresses this argument by pointing to its Agreement with the Jersey City Medical Center. Nurses there, it insists, perform parallel duties. Yet they are paid far better. They enjoy better benefits. Nurses in this bargaining unit, it believes, are entitled to no less favorable terms and conditions of employment. In brief, the Union relies heavily upon arguments based upon considerations of equity and comparability.

It relies also upon two other arguments. It points to recent rises in the cost-of-living as ample justification for hefty raises. And, it contends the County can well afford such raises. The impact of such upon its overall budget, it suggests, is minimal.

For these reasons, the Union asks that its proposals for a new contract be given favorable consideration.

The County's primary argument is that financial restraints imposed upon it render it impossible to offer more than it has. In short, it argues its economic posture prohibits it from offering a more generous "package." Nor, it states, should it be forced to do so.

It stresses that "patterns" have been firmly established in the last three rounds of negotiations. The terms offered here have, it notes, been accepted or awarded to employees in a number of other bargaining units. It argues no valid reason exists from deviating from the established pattern as regards employees in this unit. They simply are not entitled to be singled out for favorable treatment.

In any event, it asserts the Union's proposals here are excessive. It estimates that the Union's salary proposal alone represents a 29 percent increase in costs. There can be no justification for such an increase.

In sum, considering: (1) its economic posture; (2) the pattern of other settlements; and (3) the unreasonableness of the Union's proposals, the County asks that its proposal be adopted.

IV. FINDINGS

Certain introductory comments are appropriate.

First, the parties have asked me to expedite issuance of this AWARD. Given the length of time since their prior Agreement expired, it is fitting that I try to accomodate that request. In order to do so, however, it will be necessary to condense conclusions. That is, to limit an exposition of the rationale which led me to them.

Second, a number of factors were necessarily considered in order to reach a reasonable ruling. They included all of those listed in N.J.S.A. 34:13A et seq. (It serves no useful purpose to list them here.) All of these factors, of course, are relevant to a fair finding. All are not always entitled to equal weight. Nor can any single factor, standing alone, be considered controlling. Instead, all of the factors must be weighed. All must be balanced.

A. Term

There is no question in my mind but that a three-year term would be most appropriate. That is, one which would span the period January 1, 1981 through December 31, 1983. A contract duration of one year (as proposed by the Union) would contribute nothing to stability. And no collective bargaining relationship can flourish without a sense of stability. The County's

proposal, in brief, on this key issue is adopted.

B. Salaries

It cannot be denied that a serious disparity exists between the salaries paid to nurses under this Agreement and the Jersey City Medical Center's. Employees under this Agreement fall far short of equal earnings for comparable work. (This is not to suggest their duties are necessarily identical.) Thus, a strong "equity" argument can be made for the Union on this issue.

Balanced against that argument are two equally valid ones. First, the County's economic condition is poor. It has suffered serious population declines in recent years. Its per capita income level (in 1977) was among the lowest in New Jersey. Its actual property taxes (in 1978 and 1979) were the highest in New Jersey. Its equalized property taxes in those years was second only to Essex County's. In brief, its ability to provide funds for a reasonably generous increase is limited.

Other Unions have obviously accepted the County's financial plight. Its pattern of bargaining in the last three "rounds" of negotiations have resulted in relatively low-cost "packages." Stated otherwise, other bargaining units have not fared much better than the County's current basic offer. The

County's argument that nurses are not entitled to more favorable treatment is not without persuasion.

There is, in short, merit to the arguments posed by both parties. However, two things can fairly be said about their respective proposals: The County's offer seems inadequate. The Union's seems excessive. A balance, accordingly, must be struck.

After carefully considering a myriad of possible alternatives, I am satisfied that an equitable AWARD calls for the following annual across-the-board salary increases:

1. Effective January 1, 1981: 8-1/2 percent
2. Effective January 1, 1982: 8 percent
3. Effective January 1, 1983: 8 percent

C. Holidays

An adjustment in Article XVI, Section 2 seems overdue. Currently, when an employee works on a contractual holiday, the County has the option of awarding that employee C-time (computed at time and one-half) or one additional day's pay. It strikes me that this calculation should be equalized. That is, when the County gets to award extra payment for work on a holiday, it should also be at the rate of time-and-one-half.

D. Longevity

The County's proposal to provide \$1,000.00 to employees with more than 25 years of service is awarded.

E. Agency Shop

The Union is fully entitled to such a clause. It is awarded.

F. Dental Plan

The employees under this Agreement are entitled to a family plan, as are all other County employees, effective July 1, 1981.

G. Terminal Leave

The County's proposal in this area is awarded. That is, in the event an employee passes his/her normal date of retirement and dies prior to actual retirement, the employee's estate will receive all terminal leave pay to which the employee was entitled.

H. Other

The Union's various other economic and non-economic proposals are rejected. Financial and practical considerations mitigate against their adoption in this round.

V. AWARD

For the reasons set forth above, items described in Section IV, Paragraphs A-G are specifically AWARDED. All other proposals are rejected.

SL Aiges

STANLEY L. AIGES, Arbitrator

Dated: July 27, 1981

STATE OF NEW JERSEY)
 : SS.
COUNTY OF BERGEN)

On this *27th* day of July, 1981, before me personally came and appeared Stanley L. Aiges, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.

Gail Valentine

GAIL VALENTINE
Notary Public, State of New Jersey
Commission Expires Dec. 1, 1981